

STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
TO
PROVIDE
EQUIPMENT MAINTENANCE AND SUPPLIES
FOR XEROX COPIERS
FOR THE CAMPUS CARD OPERATIONS DEPT

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

DIRECTOR OF PURCHASING: Richard Himber

PROCUREMENT SPECIALIST: Phyllis Hoover, CPPB
Telephone: (985) 549-5415

REQUISITIONED BY: Pamela Hoover, Campus Card Operations
Telephone: (985) 549-3811

RELEASE DATE: April 28, 2022

DEADLINE FOR FAX INQUIRIES: May 5, 2022 (Fax To: 985-549-3810 / Hoover)

BID OPENING DATE: May 19, 2022

BID OPENING TIME: 4:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=42>

It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

**Become certified today with the Hudson or Veteran Initiatives
to gain increased access to state contracts and purchasing opportunities**

Louisiana's Hudson Initiative is a certification program designed to help eligible Louisiana small businesses gain greater access to purchasing and contracting opportunities that are available at the State government level.

The program is open to all Louisiana businesses that meet eligibility requirements. Visit OpportunityLouisiana.com/Hudson-Initiative for eligibility guidelines and to access the online application.

SMALL PURCHASES EXECUTIVE ORDER BENEFITS

The new Small Purchases Executive Order 2020 JBE 21 waives the requirement of multiple quotes for small purchases of less than \$30,000 if a certified company submits a quote that is reasonable.

- No quotes required for purchases from \$0 to \$10,000
- Removes requirement for 3 quotes for purchases from \$10,000 to \$20,000
- Removes requirement for 5 quotes for purchases from \$20,000 to \$30,000

REQUEST FOR PROPOSAL (RFP) BENEFITS

- 10% of the total evaluation points can be added to a certified Hudson company's bid on a RFP
- For the Veteran Initiative, 12% points can be added to a certified Veteran company's on a RFP
- Prime contractors who use certified Small Entrepreneurships as a subcontractor on a bid for an RFP are also eligible to receive additional percentage points on their bid
- Business and contact information will be accessible to State purchasing officials and prime contractors looking for subcontractors

Louisiana Economic Development offers an array of resources to small business owners. For a comprehensive list of resources provided by LED, please visit OpportunityLouisiana.com

STATE OF LOUISIANA
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HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 4:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 4:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University
Purchasing Department
SLU 10800
Hammond, LA 70402

Delivery: Southeastern LA University
Purchasing Department
Property Control & Supply Bldg
2400 North Oak St.
Hammond, LA 70402

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed by an authorized representative of the bidding entity. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

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- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) Notice of Special Programs Available for Small Business:
<https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business>
- 7) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.
- 8) If submitting a response equal to or greater than \$100,000.00 to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.

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- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.
- 10) Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

A Member of the University of Louisiana System

Rvsd. 11/20

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE SIGNATURE FORM

BIDDER'S NAME: _____

TELEPHONE NO: _____ FAX NUMBER _____

MAILING ADDRESS: _____
ADDRESS CITY STATE ZIP CODE

SCOPE: Provide Equipment Maintenance and Supplies for the period from July 1, 2022 through June 30, 2023 per the attached specifications and requirements.

If mutually agreeable between the University and the awarded vendor, the contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

OTHER REQUIREMENTS:

Bidder shall include the cost of transportation and handling in the unit price of each item offered - F.O.B. University, Hammond, LA.

The bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

The attached Instructions to Bidders, General Conditions and Insurance Requirements and Indemnification Agreement shall be a part hereof.

TO THE VENDOR:

The purchase order issued to the successful bidder shall be the only binding document to be issued against the contract. Signing of Vendor's Forms/Agreements is not allowed.

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict, unless otherwise specified, the submission of equivalent products.

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At the option of Southeastern Louisiana University and acceptance by the successful vendor, the contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions.

TERMS: Net 30 Prox., F.O.B. University Receiving Station, Hammond, Louisiana.

TAXES: Any taxes, other than state sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

THIS BID RESPONSE SUBMITTED BY: _____

AUTHORIZED OFFICER: _____
Signature (Print or Type Name)

TITLE: _____ DATE: _____

BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

If Not A.M. Best Rated - State Type of Insurer:

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: _____ Telephone No: _____

SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
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Full Service Maintenance and Supplies provided per specifications for the following equipment:

Group A.

Xerox WorkCenter 5945APT 5 machines x _____ x 12 months = _____
(excluding paper) cost per month

State Copy Allowance (per copier):

Black Copies _____

State Overage Copy Charges (per copier):

Black Copies _____

Group B.

Xerox WorkCenter 7835P 55 machines x _____ x 12 months = _____
(excluding paper) cost per month

State Copy Allowance (per copier):

Black Copies _____

Color Copies _____

State Overage Copy Charges (per copier):

Black Copies _____

Color Copies _____

Group C.

Xerox AltaLink C8135 1 machine x _____ x 12 months = _____
(excluding paper) cost per month

(This copier is currently being purchased and will have a 90 day warranty)

State Copy Allowance (per copier):

Black Copies _____

Color Copies _____

State Overage Copy Charges (per copier):

Black Copies _____

Color Copies _____

NAME OF BIDDER: _____ OFFICER INITIALS: _____

EQUIPMENT MAINTENANCE AND SUPPLIES CAMPUS CARD OPERATIONS

SPECIFICATIONS

This Invitation to Bid is an agreement by which the selected vendor will provide equipment maintenance and supplies according to the following specifications:

- Full service maintenance and supplies provided for the following equipment (61 machines):

○ Xerox WorkCenter 5945APT	5 machines
○ Xerox WorkCenter 7835P	55 machines
○ Xerox AltaLink C8135	1 machine
- Service provider must be an authorized Xerox Service Center using original equipment manufacturer (OEM) parts and supplies.
- Service technicians must be manufacturer (Xerox) trained and certified.
- Maintenance shall include both preventive maintenance and remedial maintenance (unscheduled repair service).
- Maintenance shall be performed during normal working hours - 7:30 A.M. to 5:00 P.M., Monday through Thursday and 7:30 A.M. to 12:30 P.M. Friday, excluding holidays during the fall/spring semesters. Summer semester hours are 7:00 A.M. to 5:30 P.M., Monday through Thursday. *(Schedules are subject to change)*
- The full service maintenance and supplies cost is inclusive of all cost for full preventative maintenance, emergency calls, parts, labor, toner, unlimited services call, mileage and all other charges required to keep the machines fully operational and maintained in good working condition. All machine supplies are also included, except for paper.
- Service provider must keep all consumables replenished so that there is always a four (4) week supply on hand for all copiers.
- Service provider's authorized service technician must carry an ample supply of equipment parts inventory in their vehicle stock and be able to order parts "overnight" in the case of not having the required part at the time of the service call.
- Examples of cost factors which must be included in this maintenance and supplies contract are inclusive of, but not limited to: fuser oil, waste toner collection bottle, staples, drums, surge protectors, safety retrofits, rollers belts, copy board glass, sensors, lenses, lubricants, "PM kits", software, software upgrades, programming, emergency calls, all labor, remedial maintenance, consultation telephone "hot line" for technical assistance, and maintenance for all accessories or finishers attached to the machines, excluding paper. These are only examples and are not a complete listing of cost factors.
- Service provider must offer a support center / customer help desk support 24 hours a day / daily (including weekends and holidays) to handle customer questions / issues.

EQUIPMENT MAINTENANCE AND SUPPLIES CAMPUS CARD OPERATIONS

SPECIFICATIONS

- Service technician must provide a five (5) hour average response time and be available on-site within eight (8) business hours of notification, excluding holidays and weekends.
- Service provider must be able to produce quarterly reviews/service analysis reports when requested by Southeastern. Report must include: average response time, up-time percentages, pages between service visits, average monthly page volumes, service history.
- Service provider must be able to provide a corporate web site where Campus Card Operations personnel can place service requests, order supplies, view service request status, view service history, and automatically search global knowledge base for a solution before a service technician is dispatched.
- Service provider must be able to provide continuous equipment training during the entire term of the contract as requested by customer.
- Southeastern shall not be held liable for copy charges arising from the Service Provider's service calls. If equipment cannot be repaired and returned to good working conditions within forty-eight (48) working hours of the request for service, a loaner of similar make and model shall be provided at no additional expense to Southeastern.
- The monthly minimum charge for maintenance should include the monthly copy allowance (MCA). MCA for machines should include copying and network printing. Scan clicks and fax clicks are to be at no cost to the University and are not to be included in the MCA.
- The previous contract for equipment was with Xerox Corporation and Xerox is the current vendor servicing the equipment

Notice to Vendor:

The purchase order issued to the successful bidder shall be the only binding document to be issued against the contract. Signing of Vendor's Forms/Agreements is not allowed.

Prior Year Contract Rates are as follows:

SOUTHEASTERN LOUISIANA UNIVERSITY

Supplies & Maintenance

July 1, 2021 – June 30, 2022

Model			# of Machines	Description	Amount	Amount	# of Months
WC 5945APT	Black/White		5	Base Amount	\$22.00		12
				Supplies/Maintenance		.0088	12
WC 7835P			56 *	Base Amount	\$22.00		12
	Black/White			Supplies/Maintenance		.0088	12
	Color			Supplies/Maintenance		.0649	12
*One (1) WC 7835P Copier was removed from service in Fall, 2021.							
Xerox AltaLink C8135				This copier is currently being purchased and will have a 90 day warranty.			

	Serial Number	Location	Avg Blk	Avg Color	Installation Date
1	A2M625442	NC-B, Rm 160 (Communications Center)	494	0	3/12/2015
2	A2M629050	machine location not set	9322	0	3/16/2015
3	A2M629496	Pottle Hall, Rm 102	5088	0	3/16/2015
4	A2M629527	NC-A, Rm 102 (Controllers)	1616	0	3/12/2015
5	A2M630174	NC-D, RM 101	2494	0	3/12/2015
6	MX0140536	East Stadium, Rm 124 (Public Info)	400	0	3/16/2015
7	MX0144909	Student Union, Docusource	1333	53	6/30/2015
8	MX0145151	Biology 4th Fl, Rm 421	2340	46	3/5/2015
9	MX0145641	Anzalone Hall Room 220	1158	161	3/5/2015
10	MX0145755	Campbell Hall, Rm 107B	4278	0	3/5/2015
11	MX0145769	Sims Library, 1st Flr (Reserve)	88	1	3/16/2015
12	MX0145777	BR School of Nursing 2nd Floor	1022	0	3/24/2015
13	MX0146461	Health Center	1032	127	3/5/2015
14	MX0146467	Livingston Literacy Center	172	0	3/24/2015
15	MX0146468	NCMB 102A - FinAid	626	9	3/19/2015
16	MX0146469	NC-B, Rm 118 (Admissions Processing)	2533	0	3/12/2015
17	MX0146470	NC-B Rm 133 (Admissions Counselors)	1707	115	3/12/2015
18	MX0146488	Physical Plant M2, Hallway	5632	45	3/12/2015
19	MX0146498	Dyson Hall, Rm 69	1712	30	3/16/2015
20	MX0146502	KINL Annex, Rm 1011	1653	16	3/16/2015
21	MX0146506	TEC, Rm 1006G	645	0	3/18/2015
22	MX0146507	Fayard Hall, Rm 309	1566	0	3/18/2015
23	MX0146509	East Stadium, Rm 116 (Visual Arts)	1119	0	3/16/2015
24	MX0146513	Student Union 1301	1583	0	3/5/2015
25	MX0146515	Pride Hall, Housing	3554	131	3/16/2015
26	MX0146517	Biology Building, Rm 329	4168	126	3/5/2015
27	MX0146518	CSIT 3rd Floor RIGHT	5595	20	3/18/2015
28	MX0146519	East Stadium, Rm 211 (Research Grants)	1730	6	3/16/2015
29	MX0146521	NC-B, Rm 283	2191	7	3/12/2015
30	MX0146529	Garrett Hall, Rm 69	779	0	3/16/2015
31	MX0146643	NCA Rm 133 Campus Card Operations	1622	26	3/12/2015
32	MX0146645	White Hall, Rm 206	3679	44	3/16/2015
33	MX0146649	DVIC Hall, Rm 228	464	2	3/18/2015
34	MX0146659	NCD, Hallway	1514	9	3/16/2015
35	MX0146660	Sims Library, 1st Flr (Cataloguing & Acquisition)	349	0	3/18/2015
36	MX0146662	Sims Library, 1st Flr (Reference)	347	1	3/16/2015
37	MX0146669	NC-A, Rm 111 (Accts Rec)	2865	0	3/12/2015
38	MX0146676	Fayard Hall, Rm 337	93	0	3/18/2015
39	MX0146730	NCMB Rm. 270	174	104	3/18/2015
40	MX0146732	DVIC Hall, Rm 325	384	16	3/18/2015

41	MX0146739	NC-B 1st Flr Hallway (Testing Rm 172A)	964	51	3/12/2015
42	MX0146740	Pennington, Rm 210	476	4	3/18/2015
43	MX0146741	NC-D, RM 100	2716	0	3/5/2015
44	MX0146742	TEC Rm 2018	834	0	3/18/2015
45	MX0146746	SU 2408A	3054	107	3/5/2015
46	MX0146747	Sims Library, Rm 241 (Directors)	82	0	3/18/2015
47	MX0146748	NC-B, Rm 107E	1028	1	3/12/2015
48	MX0146750	Meade Hall, Rm 103	310	0	3/5/2015
49	MX0146753	KINL Annex, Rm 2023	1053	0	3/16/2015
50	MX0146754	Alum111_Xwc-7835	283	311	3/12/2015
51	MX0146757	McGhee Hall, Rm 110	681	2	3/5/2015
52	MX0146775	NC-A, Rm 123 (Fin Aid Counselors)	1384	0	3/12/2015
53	MX0146778	CSIT, 3rd Floor LEFT	4636	14	3/16/2015
54	MX0146788	NC-A, Rm 107 (Cashier's)	2491	0	3/12/2015
55	MX0146804	Small Business Center	1	41	3/18/2015
56	MX0146810	Purchasing M4, Rm 109	1714	7	3/12/2015
57	MX0146814	BR School of Nursing 1st Floor	1196	1	3/24/2015
58	MX0146816	SBA, Rm 229	7643	0	3/5/2015
59	MX0147212	Pride Hall, UPD	1228	90	3/18/2015
60	MX0147246	Student Affairs	1301	1041	3/16/2015
61	NA	Controller's Office Rm 112	NA	NA	5/1/2022

Copier #61 will be the Xerox AltaLink C8135. This copier is currently being purchased and will have a 90 day warranty. Once the unit is delivered, the SN will be added to the existing fleet for maintenance.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

- D. An Umbrella Policy may be used to meet minimum requirements.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Vendor shall be required
to execute the below Indemnification Agreement as part of the BID Requirements.

INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? ☐ Yes ☐ No

Contract No. _____ for Southeastern Louisiana University
State Agency Name

PURPOSE OF CONTRACT:

Provide Equipment Maintenance and Supplies for Xerox copiers.